

LANDSCAPE MAINTENANCE AGREEMENT

ARIZONA PROJECT S-590-501

BUSINESS ROUTE B-10 & STATE HIGHWAY 186
(Grant St. to Stewart St. on B-10 and
Haskell Ave. to Railroad Ave. on State 186)
City of Willcox

THIS AGREEMENT, made this 10th day of August, 1987, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the City of Willcox, a municipal corporation, acting by and through its City Council, thereunto duly authorized, hereinafter designated as City.

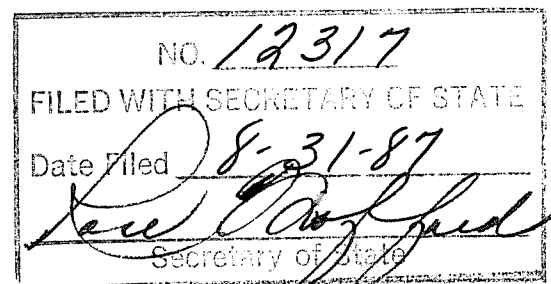
WITNESSETH:

WHEREAS, the City is empowered by A.R.S. Sec. 9-672B to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of the City; and

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape certain areas within the right-of-way on Business Route B-10 and State Highway 186 from centerline roadway station 1826+30, to centerline roadway station 1835+87 on B-10, and centerline roadway station 1730+31 to centerline roadway station 1735+61.5 on State Highway 186, a net distance of approximately .28 miles.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108 as follows:

1. The Department of Transportation will prepare plans for the landscaping project and submit them to the City for approval.



2. Upon approval, the project will be constructed by the Department of Transportation, using State funds. Upon completion of the work, the City shall reimburse the Department of Transportation 25% of the final construction costs.

3. The City shall make available and furnish all water for landscape installation during construction phase, and all water hereafter necessary to properly maintain the landscape within the right-of-way on Business Route B-10 and State Highway 186 for the landscaping, all as shown on the project plans from centerline roadway station 1826+30, to centerline roadway station 1835+87 on B-10, and centerline roadway station 1730+31 to centerline roadway station 1735+61.5 on State Highway 186, all at City expense.

4. After construction the City shall maintain the landscaping within the right-of-way on Business Route B-10 and State Highway 186 from centerline roadway station 1826+30, to centerline roadway station 1835+87 on B-10, and centerline roadway station 1730+31 to centerline roadway station 1735+61.5 on State Highway 186.

5. The City hereby agrees to maintain the landscaping in an attractive manner, as it was designed and approved by the Department of Transportation, and the City will not make any changes, additions or deletions without written approval by the Department of Transportation, Roadside Development Services. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic.

6. The parties hereto further agree that to the extent permitted by law, the Department of Transportation and City agree to defend, indemnify, and hold harmless each other and their agents, officials, employees and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the Department of Transportation or the City, their employees or agents. As to any liability claims where the parties hereto may be jointly at fault, whether or not a named defendant to an action, the parties agree that they will share in any settlement or judgement on the amount that is proportionate to the degree of negligence or fault of the respective parties as agreed to between them or adjudicated by the courts. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in A.R.S. Sec. 12-1518 (B) and (C).

7. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

8. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Willcox that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

9. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.


10. All parties are hereby put on notice that this Contract (Agreement) is subject to cancellation by the Governor, pursuant to A.R.S. Sec. 38-511.

IN WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

ARIZONA DEPARTMENT OF TRANSPORTATION

CITY OF WILLCOX, a
municipal corporation

By


CHIEF DEPUTY STATE ENGINEER

By



STATE OF ARIZONA)
 : SS
County of Cochise)

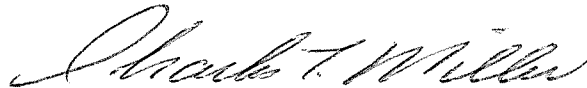
I, Jonnie Belle Bethel, Mayor of
the City of Willcox, Arizona, do hereby certify that the
following is a true and correct extract of the minutes of the
City Council meeting held Tuesday, July 14, 1987.

In Witness Whereof, I have hereunto set my hand and
affixed the Official Seal of the City of Willcox, Arizona.
Done in Willcox, Arizona this 27th day of July,
1987.

Jonnie Belle Bethel

RESOLUTION

Be it resolved on this date, August 10, 1987, I, CHARLES L. MILLER, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF WILLCOX, acting by and through its CITY COUNCIL enter into the intergovernmental agency agreement for the purpose of entering in a landscape maintenance agreement for certain projects which have been selected by the State and subject to the approval of the City of Willcox as by law required; and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.



CHARLES L. MILLER, Director
Department of Transportation

RESOLUTION NO. 87-01

A RESOLUTION BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA,
APPROVING A LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE STATE OF ARIZONA, DEPARTMENT OF
TRANSPORTATION, AND THE CITY OF WILLCOX RESPECTING
BUSINESS ROUTE B-10 AND STATE HIGHWAY 186, ARIZONA
PROJECT S-590-501.

WHEREAS, it has been determined that is is to the mutual advantage of the Department of Transportation and the City of Willcox to landscape certain areas within the right-of-way on Business Route B-10 and State Highway 186; and

WHEREAS, the State of Arizona, Department of Transportation, has provided an intergovernmental agreement specifying exact locations and procedures to be utilized in the accomplishment of this landscaping project; and

WHEREAS, the City of Willcox has found the terms and conditions of said agreement to be acceptable; and

WHEREAS, the City of Willcox is empowered by A.R.S. Sec. 9-672B to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Willcox, Arizona, do hereby accept and approve the Landscape Maintenance Agreement regarding Arizona Project S-590-501.

BE IT FURTHER RESOLVED that the Mayor of the City of Willcox is authorized, empowered and directed to execute said agreement on behalf of the City of Willcox.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, ON THIS 14th DAY OF JULY, 1987.


MAYOR

ATTEST:


CITY CLERK

(SEAL)

RESOLUTION NO. 87-1

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF WILLCOX and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 23rd day of June, 1987.


JAMES E. HOLLAND

City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR 87-2014, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19 day of August, 1987.

ROBERT K. CORBIN
Attorney General

Albert Morcor
Assistant Attorney General
Transportation Division